



PATENT  
Docket: 703170-5001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Assignee: ConAgra Grocery Products Company

Inventors: Constantine Sandu *et al.*

Application No: 10/759,407

Filed: January 16, 2004

Divisional of App. No. 10/231,609, now U.S. Patent No. 6,789,938

Title: METHOD FOR REMOVING BUILD-UP ON MEASUREMENT GAUGES (AS AMENDED)

Group Art Unit: 2859

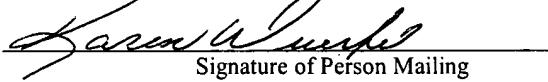
Examiner: Verbitsky, Gail Kaplan

CERTIFICATE OF MAILING UNDER 37 CFR § 1.8

Date of Deposit: November 16, 2004

I hereby certify that this paper and all enclosures are being deposited with the United States Postal Service as first class mail on the date indicated above in an envelope addressed to Mail Stop Amendment, Commissioner for Patents, Box 1450, Alexandria, Virginia 22313-1450.

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Mail Stop Amendment  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, Virginia 22313-1450

Dear Sir:

ConAgra Grocery Products Company, 3355 Michelson Drive, Irvine, California, is the owner of 100 percent interest in the above-identified subject application, as reflected in Reel 015059 / Frame 0190. ConAgra Grocery Products Company is also the owner of 100 percent of U.S. Patent No. 6,789,938, entitled DEVICE AND METHOD FOR REMOVING BUILD-UP ON MEASUREMENT GAUGES, reflected in Reel 013549 / Frame 0019.

Applicant hereby disclaims the terminal part of any patent granted on the above-identified application that would extend beyond the expiration date of U.S. Patent No. 6,789,938. Moreover, Applicant hereby agrees that any patent so granted on the subject application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to

Applicant hereby agrees that any patent so granted on the subject application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent No. 6,789,938, this agreement to run with any patent granted on the above-identified application and to be binding upon Applicant, and its successors or assigns.

Applicant does not disclaim any terminal part of any patent granted on the subject application before the expiration date of the full statutory terms of U.S. Patent No. 6,789,938 in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.312(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

I, Gary D. Lueck, of the law firm of Bingham McCutchen LLP, represent that I am a representative authorized to make this disclaimer on behalf of ConAgra Grocery Products Company. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements are made with knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

For the fee payment in the amount of \$110.00, or if any additional fees are necessitated by the filing of this document, please charge Deposit Account No. 50-2518, Docket No. 300240 / 703170-5001. The Commissioner is authorized to charge any additional required fees and apply and overpayment or credit to the same docket number and Deposit Account.

Respectfully submitted,

**BINGHAM MCCUTCHEN LLP**

By:

  
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Gary D. Lueck  
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Dated: November 16, 2004

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